



National Aeronautics and  
Space Administration  
Washington, DC 20546

# Procurement Notice

**PN 04-56**  
**January 12, 2011**

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## GOVERNMENT PROPERTY

**PURPOSE:** This PN revises the NASA FAR Supplement (NFS) to update Agency-level, property-related provisions, clauses, prescriptions and procedures to be consistent with changes made to Part 45 and Part 52.245 of the Federal Acquisition Regulation (FAR) in Federal Acquisition Circular (FAC) 2005-17. This rewrite of NFS Part 1845 and Subpart 1852.245 realigns Agency regulations with the new definitions, practices and policy of the FAR. The revised Government Property regulations foster efficiency, flexibility, innovation and creativity while continuing to protect the Government's interest.

In addition, this PN implements Agency-level procedures, solicitation provisions, and contract clause language necessary to identify contractor-acquired assets which become capital assets of the Government, in order to comply with Statement of Federal Financial Accounting Standard (SFFAS) No. 6.

This PN implements a complete rewrite of NFS Part 45, including CFR and non-CFR portions.

**BACKGROUND:** Federal Acquisition Circular (FAC) 2005-17 implemented the final rule amending the Federal Acquisition Regulation (FAR) to simplify procedures, clarify language, and eliminate obsolete requirements related to the management and disposition of Government property in the possession of contractors. FAC 2005-17 significantly rewrote FAR Part 45, Government Property, and changed property-related definitions, provisions and clauses and required use of the revised solicitations and clauses in all solicitations and contracts issued after the effective date of 14 June, 2007.

**GUIDANCE:** With the publication of this PN, PIC 07-09 "*Class Deviation to Provide Interim NASA Government Property Solicitation Provisions and Contract Clauses*" and PIC 05-07, "*Documentation Requirements for Government-Furnished Property*, are cancelled."

This PN does not void the reporting requirements of PICs 03-14, 03-18, and 04-12, and the property financial reporting requirements of those PICs are still in effect. In summary, PIC 04-12 requires contractor monthly property financial reporting in the Contractor-Held Asset Tracking System (CHATS) for all contracts anticipated to have Government property with an acquisition value greater than \$10 million.

**ACQUISITIONS AFFECTED BY CHANGES:** All acquisitions potentially involving the furnishing of Government Property (including Contractor Acquired Property, CAP) or the maintenance, repair, transfer or loan of Government Property.

**ACTION REQUIRED BY CONTRACTING OFFICERS:** All solicitations issued and contracts awarded on or after the effective date of this PN shall be made in accordance with the policies and procedures contained herein and shall utilize the solicitation provisions and contract in accordance with the prescriptions and instructions contained herein.

Solicitations issued prior to this PN should be amended to include the applicable provisions and clauses if a contract has not been awarded. When the proposal evaluation process has already begun, the clauses may be negotiated into the resulting contract where practicable.

COs may review contracts awarded before the effective date of this PN to determine, on a case by case basis, the desirability of modifying the contracts to contain the new clauses. In some situations, it may be found that both the Government and the contractor benefit from the new clauses; however, many of the clauses are interconnected in such a way that if the new clauses are desirable, all applicable new clauses must be included as well as the FAR property clauses issued in FAC 2005-17.

**CLAUSE CHANGES:** Clauses 1852.245–70 through 1852.245–80 are revised, and clauses 1852.245–81 through 1852.245–83 are added.

**PARTS AFFECTED:** Parts 1845, 1852, and Matrix.

**REPLACEMENT PAGES:** You may use the enclosed pages to replace Part 1845, 52:3 thru 52:11, 52:103 thru 52: 114, 52:114.1 (added), 52:114.2 (added), 52:114.4 (added), 52:121, 52:122, and 52:123 of the NFS.

**TYPE OF RULE AND PUBLICATION DATE:** Final rule, 76 FR 2001-2011, January 12, 2011.

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Enclosure

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**PART 1845**  
**GOVERNMENT PROPERTY**

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**PART 1845  
GOVERNMENT PROPERTY**

**Subpart 1845.1—General**

**1845.102 Policy.**

**1845.102-70 NASA policy.**

(a) In addition to the criteria cited in FAR 45.102 which must be demonstrated before providing property to contractors, contracting officers shall carefully consider the following factors when deciding if it is in the Government's best interest to provide Government property for the performance of a contract. Providing Government property —

(1) increases the Government's administrative burden and requires recordkeeping and personnel.

(2) may dilute the contractor's overall responsibility and weaken guarantees, end-item delivery requirements, and other contract terms.

(3) may make NASA responsible for delays in that the Agency assumes responsibility for scheduling delivery of the property and the operability of the property.

(4) carries its own inherent risk that the property may be lost, damaged, destroyed or misused, resulting in a loss of funds that could otherwise be used to support NASA's mission.

(5) which is commercially available may confer a competitive advantage to contractors who have not taken on the same investment risk as their competitors. Contractors who plan for the Government's provision of commercially available equipment are passing those investment risks to the Government.

(6) may be counterproductive to socio-economic programs which encourage small businesses to develop through capital investment.

(b) The contracting officer shall obtain the approval of the Center Real Property Accountable Officer prior to negotiating, or entering into any real property leaseholds, permits, licenses or disposition actions. The contracting officer shall advise the Center Real Property Accountable Officer when the place of performance is on a NASA center or facility and the contractor will be offered space and utilities under NFS1852.245-77.

#### **1845.102-71 Solicitation and review procedures.**

(a) Each solicitation, as applicable, shall include the following:

(1) A list of any Government property available to be furnished, quantities, locations, conditions, and any related information.

(2) A requirement that offerors identify any Government property in their possession proposed for use during contract performance. The items, quantities, locations, acquisition costs, and proposed rental terms must be provided, along with identification of the Government contract under which the property is accountable.

(3) A requirement that requested Government provided facilities be described and identified by the classifications in 1845.7101-1.

(4) A requirement that offerors provide, if applicable, the date of the last Government property control system review, a summary of the findings and recommendations, and contractor corrective actions taken.

(b) The contracting officer shall provide a copy of the solicitation (or contract if no solicitation is used) to the center supply and equipment management officer (SEMO) for review for acquisitions with an estimated cost greater than \$1,000,000, or for acquisitions over \$50,000 when work is to be performed at the center, existing Government property is being furnished, or contract acquisition of Government property is required or permitted.

#### **1845.103-70 General.**

(a) Contracting officers are responsible for overall management of their contracts, including the management of Government property provided to contractors under NASA Contracts.

(b) Contracting officers shall fully document decisions to provide property, including authorization for contractors to purchase property as a direct cost to the Contract. This documentation shall clearly demonstrate that the provision of property is in the Government's best interests in accordance with FAR 45.102.

(c) Contracting officers shall review the contractor's requests for provision of Government property under the clause at 1852.245-70 to determine whether authorizing the provision of Government property is an appropriate business decision according to the policy at 1845.102-70(a).

(d) Contracting officers may solicit the opinion of the technical officer regarding the technical need for the property. However, technical need, in and of itself, is not sufficient reason for providing Government property. If the property is required to satisfy technical needs, it is still assumed to be in the Government's best interest to require the contractor to use contractor-owned property for contract performance.

(e) Contracting officers shall assure that all changes to contract property involving the provision of additional Government-furnished property or reduction of existing property are noted in the contract by insertion or modification of the clause at 1852.245-76, and are recorded or reported for recording in the appropriate NASA property management information records.

(f) Contracting officers shall document the file on the determination to provide Government property and shall forward copies of any approved requests to —

(1) The Center Deputy Chief Financial Officer (DCFO) when an item of property or, in the case of a contract for construction, the total value of property being constructed by the contractor is expected to result in the acquisition or construction cost exceeding the NASA capitalization threshold of \$100,000; and,

(2) The NASA Center IPO, when the contractor is not authorized to conduct its own screening of available inventory.

(g) IPOs shall coordinate screening with center reutilization personnel to determine the availability of existing Government inventory and excess.

(1) The IPO shall notify the contracting officer (CO) of the availability of property as soon as possible after receipt of the approved request from the CO.

(2) The IPO shall assist the CO in the coordination of the transfer and oversee property documentation of the transfer of existing Government property to the contractor.

#### **1845.104 Responsibility and liability for Government property.**

(b) When the Property Administrator, with the concurrence of the Industrial Property Officer (IPO), determines and reports that the contractor's property management practices are inadequate and/or present an undue risk to the Government, contracting officers shall revoke the Government's assumption of risk or take other action to mitigate the risk of loss, damage, destruction, or theft of Government property.

#### **1845.106 Transferring Accountability.**

(a) When furnishing existing Government property to the contractor, contracting officers shall —

(1) Insert NFS clause 1852.245-76, List of Government Property Furnished Pursuant to FAR 52.245-1, if not already included in the contract; and

(2) Modify the list in 1852.245-76 to include any property furnished after award.

(b) In addition to modification of the list, transfers of property shall be recorded on a "shipping" or "transfer" document such as the DD Form 1149 "Shipping/Transfer Document".

(1) Centers may use equivalent documents that contain the same information.

(2) This requirement includes physically transferred property and property transferred in place.

(3) Contracting officer technical representatives are responsible for creation of shipping documents, based on the contractor's requests and contracting officer's approval, and are considered "shippers" for this purpose.

(4) Shippers will segregate items valued over \$100,000 and request the transfer of these items on separate documents.

(5) The transfer documents must be complete and must include the following information for all items with a value greater than \$5,000: Description of Property; Property Identification Number; Value; Capital Value (if applicable); Property Classification; Federal Supply Classification; Gaining Contract; Acquisition Date.

(6) Contracting officers must approve all shipping documents prior to property movement.

(c) In addition to the requirements in paragraphs (a) and (b), when property valued at \$100,000 or more is received and accepted by NASA or NASA's representative within the contractor's facilities, and that property is to remain in the contractor's custody for further work or to be otherwise used in the performance of the contract, the property must be added to the appropriate NASA property system in accordance with NPR 4200.1, NASA Equipment Management Procedural Requirements and NPR 4200.2, Equipment Management Manual for Property Custodians.

#### **1845.107 Contract clauses.**

##### **1845.107–70 NASA solicitation provisions and contract clauses.**

(a)(1) The contracting officer shall insert the clause at 1852.245–70, Contractor Requests for Government-Provided Property, in cost reimbursement solicitations and contracts.

(2) Use the clause with its Alternate I when the center Supply and Equipment Management Officer (SEMO) consents to permit the contractor to screen Government inventory for available property in lieu of contractor acquisition of new items.

(b)(1) The contracting officer shall insert the clause at 1852.245–71, Installation—Accountable Government Property, in solicitations and contracts when Government property is to be made available to a contractor working on a NASA installation, and the Government will maintain accountability for the property. The contracting officer shall list in the clause the applicable property user responsibilities. For purposes of this clause, NASA installations include local off-site buildings owned or leased by NASA.

(2) Use of this clause is subject to the SEMO's concurrence that adequate Government property management resources are available for oversight of the property in accordance with all applicable NASA installation property management directives.

(3) The contracting officer shall identify, in the contract, the nature, quantity, and acquisition cost of the property and make it available on a no charge basis.

(4) The contracting officer shall use the clause with its Alternate I if the SEMO requests that the contractor be restricted from use of the center central receiving facility for the purposes of receiving contractor-acquired property.

(5) For contractors with both onsite and offsite performance requirements, contracting officers shall list Government property provided for offsite use separately in the contract. This Government property is furnished under FAR 52.245–1, Government Property, and remains accountable to the contractor during its use on the contract. This Government property is not subject to the clause at 1852.245–71, Installation—Accountable Government Property. The contracting officer shall address any specific maintenance considerations (e.g., requiring or precluding use of an installation calibration or repair facility) elsewhere in the contract.

(c) The contracting officer shall insert the clause at 1852.245–72, Liability for Government Property Furnished for Repair or Other Services, in fixed-price, time-and-material, and labor-hour solicitations and contracts (except for experimental, developmental, or research work with educational or nonprofit institutions, where no profit is contemplated) for repair,

modification, rehabilitation, or other servicing of Government property, if such property is to be furnished to a contractor for that purpose and no other Government property is to be furnished. The contracting officer shall not require additional insurance under the clause unless the circumstances clearly indicate advantages to the Government.

(d) The contracting officer shall insert the clause at 1852.245–73, Financial Reporting of NASA Property in the Custody of Contractors, in cost reimbursement solicitations and contracts unless all property to be provided is subject to the clause at 1852.245–71, Installation-Accountable Government Property. The clause shall also be included in other types of solicitations and contracts when it is known at award that property will be provided to the contractor or that the contractor will acquire property title to which will vest in the Government prior to delivery.

(e) The contracting officer shall insert the clause at 1852.245–74, Identification and Marking of Government Property, in solicitations and contracts that—

(1) Include the clause at FAR 52.245–1; or

(2) Require the delivery of supplies.

(f) The contracting officer shall insert the clause at 1852.245–75, Property Management Changes, in solicitations and contracts that provide for progress payments or include any of the property clauses prescribed in FAR Part 45.

(g) The contracting officer shall insert the clause at 1852.245–76, List of Government Property Furnished Pursuant to FAR 52.245–1, in solicitations and contracts when the contractor is to be accountable under the contract for Government property.

(h) The contracting officer shall insert the clause at 1852.245–77, List of Government Property Furnished Pursuant to FAR 52.245–2, in solicitations and contracts containing the clause at 52.245–2, Government Property Installation Operation Services. In addition, the contracting officer shall insert the following language in the blanks in paragraph (e) of the clause at 52.245–2:

“The Government property provided under this clause is identified in clause 1852.245–77 of this contract.”

(i) The contracting officer shall insert the clause at 1852.245–78, Physical Inventory of Capital Personal Property, in cost reimbursement and fixed-price solicitations and contracts that provide Government property.

(j) The contracting officer shall insert the clause at 1852.245–79, Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value, in solicitations and contracts when, after consultation with the center Historic Preservation Officer, it is determined that the items acquired for or produced by the contract are likely to have historic significance or increased value due to their use in support of NASA projects and programs.

(k)(1) The contracting officer shall insert the provision at 1852.245–80, Government Property Management Information, in solicitations when it is known, or there is a reasonable chance, that Government property will be provided to the contractor for contract performance.

(2) The contracting officer shall use the provision with Alternate 1 when there are sufficient time and resources to allow prospective contractors the opportunity to inspect the property.

(l) The contracting officer shall insert the provision at 1852.245–81, List of Available Government Property, in solicitations when Government property will be made available for contract performance.



(m) The contracting officer shall insert the clause at 1852.245–82, Occupancy Management Requirements, in solicitations and contracts that require performance on, or in, any NASA Center, Installation, facility or other NASA owned property.

(n) The contracting officer shall insert the clause at 1852.245–83 Real Property Management Requirements, in solicitations and contracts for acquisition, construction, modification (including when the modification is a consequence of another approved task, e.g., installation of telephonic or local area network equipment), demolition, or management of real property.

### **Subpart 1845.2—Solicitation and Evaluation Procedures**

#### **1845.201 Solicitation.**

##### **1845.201-70 NASA solicitation preparation procedures.**

(a) The contracting officer shall provide a copy of the solicitation (or contract if no solicitation is used) to the center Industrial Property Officer (IPO) for review when --

- (1) A cost-reimbursement contract is anticipated;
- (2) The value of the acquisition exceeds the simplified acquisition threshold and the work is to be performed within the physical confines of the center;
- (3) Existing Government property may be furnished; or
- (4) Contractors may acquire property that will be titled to the Government under the provisions of FAR 52.245-1, Government Property.

(b) IPOs shall review the solicitation to —

(1) Ensure the correct application of property clauses based on the contract type, situation, and product or services ordered;

(2) Ascertain the contract's possible impact on center property or logistics operations and advise the center's Supply and Equipment Management Officer of those possible impacts; and

(3) Assure that appropriate property transactions for existing Government property, from internal sources and prior contracts, have been properly reported to NASA property and financial systems.

(c)(1) Items of Government property used to support NASA programs often become historically significant. In addition, property used by NASA programs often has value that exceeds other property with identical material or physical characteristics. This is particularly true for property that has flown in space. Descriptions of physical characteristics and condition are insufficient to determine an item's historic significance or real value. NASA Center Historic Preservation Officers are responsible for determining whether property meets the criteria for designation as historically significant. It is essential that items of historic significance are retained for the benefit of current and future generations. NASA must also obtain maximum value for property offered for sale.

(2) The contracting officer shall contact the Center Historic Preservation Officer to determine whether the items acquired for or produced by the contract are likely to have historic significance or increased value due to their use in support of NASA projects and programs.

(3) Center Historic Preservation Officers shall advise the contracting officer when they believe that property produced or acquired for the Government under the contract may have increased historic significance or increased value due to its use in support of NASA activities or programs.

##### **1845.201-71 Plant reconversion and plant clearance.**

The Assistant Administrator for Procurement is the approval authority for any solicitation provision or contract clause that would defer negotiation of costs for plant reconversion or plant clearance until after award.

**1845.202 Evaluation procedures.**

**1845.202-70 NASA evaluation procedures.**

(a) The contracting officer shall request Industrial Property Officer (IPO) or Property Administrator (PA) assistance in evaluations of the offeror's proposed systems, standards and practices for the management of Government property.

(b) The contracting officer shall provide the offeror's proposed property management standards and practices to the IPO for review and evaluation prior to award.

(c) IPOs shall review proposals to determine whether or not the offeror's proposed industry leading standards and practices and/or voluntary consensus standards are sufficient to manage property, from planning through disposition, under the circumstances of the contract.

(1) If the IPO is unfamiliar with the offeror, the circumstances of the contract or the performance situation, the IPO may request the assistance of the cognizant PA for evaluation of the standards, practices, situation and history of property management performance at the offeror's place of performance.

(2) The IPO shall provide a written evaluation, listing any proposed changes or improvements, to the contracting officer prior to award.

(d) The contracting officer shall require changes or improvements to the offeror's property management practices, standards, or processes as recommended by the IPO. The contracting officer shall advise the offeror that its property management practices, standards, and processes will not be considered adequate for the protection, preservation, and management of Government property, and that the Government will not accept risk under the property clause until the recommended changes or improvements are made.

(e) When an offeror's proposal requests the Government to provide commercially available equipment, and the commercially available equipment is not required as an end item deliverable or part thereof, the contracting officer should assure the integrity of the competitive process by —

(1) Adjusting the offeror's proposal to compensate for the value of the Government-provided, commercially available equipment; or

(2) Charging appropriate rent in accordance with the clause at FAR 52.245-9, Use and Charges. As the purpose for rent is to obtain just consideration for the Government's assumption of risk and cost, rent for commercially available equipment provided after award may not be treated as an allowable direct cost under the contract.

**Subpart 1845.3—Authorizing the Use and Rental of Government Property**

**1845.301 Use and rental.**

**1845.301-70 Use of property on other Government contracts.**

(a) NASA contracting officers having cognizance over NASA property may authorize its rent-free use on other NASA contracts and contracts of other agencies if such use will not interfere with

NASA's primary purpose for the property and will not extend beyond the expected expiration or completion date of the NASA contract.

(b) Contracting officers shall obtain the concurrence of the gaining contracting officer when they intend to authorize the rent free use of Government property for performance under the gaining contracting officer's cognizance.

**1845.301-71 Use of Government property for commercial work.**

(a) The coverage at FAR 45.3 applies to a contractor's commercial (any non-Government) use of any NASA equipment.

(b)(1) The Center Procurement Officer is the approval authority for non-Government use of equipment exceeding 25 percent.

(2) The percentage of Government and non-Government use shall be computed on the basis of time available for use. For this purpose, the contractor's normal work schedule, as represented by scheduled production shift hours, shall be used. All equipment having a unit acquisition cost of less than \$100,000 at any single location may be averaged over a quarterly period. Equipment having a unit acquisition cost of \$100,000 or more shall be considered on an item-by-item basis.

(3) Approvals for non-Government use, less than 25 percent, may not exceed 1 year. Approval for non-Government use in excess of 25 percent shall not exceed 3 months.

(4) Requests for the approval shall be submitted to the Center Procurement Officer at least 6 weeks in advance of the projected use and shall include—

- (i) The number of equipment items involved and their total acquisition cost; and
- (ii) An itemized listing of equipment having an acquisition cost of \$100,000 or more, showing for each item the nomenclature, year of manufacture, and acquisition cost.

**1845.302 Use of Government property on contracts with foreign governments or international organizations.**

(a) NASA contracting officers will recover a fair share of the cost of Government property if such property is used in performing services or manufacturing articles for foreign countries or for international organizations.

(b) Contracting officers shall obtain written authorization from the Assistant Administrator for Procurement and concurrence from the Manager of Contract Property Programs, Logistics Division, Office of Strategic Infrastructure; the Office of General Counsel (Headquarters); and the Headquarters Office of External Relations before allowing the use of Government production and research property on work for foreign countries or for international organizations.

(c) Contracting officers shall forward requests, along with a summary of the circumstances involved, including as a minimum:

- (1) The name of the requesting contractor;
- (2) The number of the contract under which the property is controlled;
- (3) A description of the property;
- (4) The name of the foreign contractor and the relationship of the foreign contractor to its government or to any international organization;
- (5) A description of the articles to be manufactured or services to be performed;
- (6) A statement that the intended use will not interfere with the current or foreseeable requirements of the United States or require use of the property beyond the expected expiration or completion date of the NASA contract;

(7) A statement that the use of Government property is consistent with the best interests of the United States;

(8) A statement that such use is legally authorized; and

(9) Any evidence of endorsement by another agency of the U.S. Government based on national security or foreign policy of the United States (e.g., an approved license or agreement from the Department of State or Department of Commerce).

(d) Use, if approved, shall be subject to rent in accordance with FAR 45.3.

**1845.303 Use of Government property on independent research and development programs.**

(a) The contracting officer shall not authorize contractor use of Government property for independent research and development on a rent-free basis except in unusual circumstances and after a written determination that –

(1) Such use is clearly in the best interests of the Government (for example, the project can reasonably be expected to be of value in specific Government programs); and

(2) No competitive advantage will accrue to the contractor through such use (see FAR 45.103(a)(2)).

(b) Contracting officers shall utilize the same approval requirements as under 1845.301-71.

**Subpart 1845.4—Reserved**

**Subpart 1845.5—Support Government Property Administration**

**1845.501-70 General**

(a) The contracting officer will provide copies of contracts, modifications and related documents to the Center Industrial Property Officer.

(b) When the Industrial Property Officer or Property Administrator determines that the contractor's proposed systems, standards and practices for the management of Government property are inadequate to manage Government property, the Contracting Officer should: (1) Require the contractor to provide a written revision that addresses the determination of the Industrial Property Officer or Property Administrator.

**1845.503-70 Delegations of property administration and plant clearance.**

(a) NASA contracting officers shall delegate property administration and plant clearance for contracts performed outside of NASA centers, installations and facilities when:

(1) The contract is a cost type contract;

(2) The contract is a fixed price contract that contains a cost element allowing or requiring the contractor to acquire property on behalf of the Government and that property is titled to the Government by operation of the FAR property clause;

(3) The contract is a fixed price contract and Government property is furnished; or,

(b) NASA Contracting officers may retain property administration and plant clearance, in accordance with 1845.503-70, only when there is a compelling need, such as a security requirement or safety requirement that would prohibit a non-cleared property administrator or a plant clearance officer from performing these services.

(c) Delegation of property administration activities to other agencies will be made according to the special delegation instructions issued by Logistics Division, Office of Strategic Infrastructure.

Variance from these delegations instructions must be authorized by Logistics Division, Office of Strategic Infrastructure.

(d) Contracting officers shall retain property administration and plant clearance for all contractors where the place of performance is within a NASA Center, Installation or Facility.

(e) Under the clause at 1852.245–71, Installation-Accountable Government Property, property is managed by center logistics functions using NASA internal policy and procedural guidance, except—

(1) When contractors are provided or are allowed the use of property that is not governed by that procedural guidance, management of that property is governed by the applicable FAR clause.

(2) When the contractor is responsible for performance of any segment of a property system under a FAR property clause, then property administration and plant clearance are required.

#### **1845.503-71 Retention of property administration and plant clearance.**

(a) Contracting officers may retain property administration functions and responsibilities by written notification of the Center Industrial Property Officer. Contracting officers who retain property administration must perform property administration in accordance with the requirements of this subsection, FAR Part 45, and DOD instructions for property administration. The written notification must contain:

(1) A plan for performance of property system reviews;

(2) A procedure that allows for the maintenance of property management records for items transferred to and from the contractor, the collection and dissemination of property and property related financial reports and the proper disposition of Government property in accordance with Federal Management Regulations and FAR 45.6;

(3) A plan for coordination of support property administration functions with the cognizant agency; and,

(4) Procedures for disposition of Government property, according to FAR and Federal Management Regulations, and for required reporting of disposition actions; and,

(5) Concurrence of the Center Procurement Officer.

(b) When the contracting officer retains property administration and plant clearance, the contracting officer shall provide annual reports to the Industrial Property Officer and the Center Property Accountant detailing:

(1) The status of the annual property control system review;

(2) Any incidence of Loss, Damage or Destruction and the contracting officer's determination of liability;

(3) The status of the contractor's physical inventory of property; and

(4) Final reports of disposition of Government property.

#### **1845.504-70 Responsibilities of the Industrial Property Officer**

This section describes the functional management responsibility for contract property. Beyond individual contracting officers, each NASA installation director will appoint an industrial property officer to manage and coordinate property matters among the various contracting officers, technical officials, contractor officials, delegated property administrators and plant clearance officers. Generally, that individual is responsible for the entire contract property management function

outlined below; the installation is responsible for the entire function regardless of how it is organized and distributed. The responsibilities are:

(a) Provide a focal point for all management of contract property, including Government property (Government-furnished and contractor-acquired) provided to universities, non-profit research institutions and to industry.

(b) Provide guidance to contracting and other personnel on the NASA property provisions.

(c) To the extent feasible, review property provisions of acquisition plans, solicitations, contracts, and modifications for potential problems. Propose changes as necessary.

(d) To the extent feasible, participate in pre-award surveys/post-award orientations when significant amounts of Government property will be involved.

(e) Ensure that vesting-of-title determinations are made and documented pursuant the applicable FAR Government property clause and financing clauses such as the Progress Payments Clause.

(f) Maintain effective communications with delegated property administrators and plant clearance officers to keep fully informed about contractor performance and progress on any property control problems.

(1) Obtain and review property control system survey summaries for all contracts for which property administration has been delegated. Advise the Manager, Contract Property Programs, Logistics Division, Office of Strategic Infrastructure of any severe or continuing problems.

(2) Provide property administrators copies of all pertinent contract property documentation.

(g) Review, analyze and verify that the contractor's property management system is capable of producing a correct and complete NASA Form 1018, NASA Property in the Custody of Contractors.

(h) Review property administrators' approvals of relief of responsibility for lost, damaged, and destroyed property and question the contractor regarding the need for any excessive or repetitive approvals.

(i) When appropriate, make recommendations to source and performance evaluation boards regarding property management and award fee criteria and evaluations regarding property management.

(j) Monitor plant clearance status to preclude delays in contract closeout.

(k) Maintain contract property files for all transactions and correspondence associated with each contract. Upon receipt of Standard Form 1424, Inventory Disposal Report, and DD Form 1593, Contract Administration Completion Record, or equivalents, merge all property records for the contract and forward for inclusion with the official completed file.

(l) Perform, or assure the performance of, on-site property administration and plant clearance and the property is not subject to the clause at 1852.245-71, Installation-Accountable Government Property.

#### **1845.505-70 Responsibilities of the Property Administrator.**

(a) When property administration is not delegated to DOD, the NASA property administrator shall evaluate the contractor's management and control of Government property and ascertain whether the contractor is effectively complying with the contract provisions. The property administrator's responsibilities include—

(1) Developing and applying a property system review program for each contractor under the property administrator's cognizance;

(2) Evaluating the results of contractor's property control activities and, when necessary, recommending that the contracting officer revoke the Government's assumption of risk for loss, damage or destruction of Government property;

(3) Advising the contracting officer of other significant problems the property administrator cannot resolve, and recommending appropriate action, which may include disapproval of the contractor's property control system;

(4) Resolving property administration matters as necessary with the contractor's management, personnel from Government procurement and logistics activities, and representatives of the NASA Headquarters Office of the Inspector General, the Defense Contract Audit Agency (DCAA), and other Government agencies; and

(5) Recognizing the functions of other Government personnel having cognizance of Government property and obtaining their assistance when required. (These functions include, but are not limited to, contract cost audit, quality assurance, engineering, pricing, and other technical areas. Assistance and advice on matters involving analyses of the contractor's books and accounting records and on any other audit matters deemed appropriate shall be obtained from the cognizant auditor.) Property Administrators shall use, and not repeat, the work of Government auditors or other cognizant Government review activities unless that work does not satisfy the property control system audit requirements set forth in the DoD property guidance and related NASA instruction.

(b) Property administrators will assist the contracting officer in pre award activities.

(1) Property administrators will review the contractor's proposed standards and practices to assess their suitability for the pending contract and will so advise the contracting officer.

(2) Property administrators will advise the contracting officer regarding the contractor's demonstrated past performance in property management, including their ability or inability to perform to the proposed standards or execute the practices they have proposed for the pending contract.

(c) When the property administrator determines that all or a portion of a contractor's property management practices and processes do not afford sufficient protection against loss, damage or destruction of Government property:

(1) The property administrator shall increase surveillance to prevent, to the extent possible, any loss, damage, or destruction of Government property; and

(2) Advise the contracting officer of any known or reported incidence of loss, damage or destruction identified during any period in which the contracting officer has revoked the Government's acceptance of risk.

(d) The property administrator shall review records and the results of contractor actions to identify any and all incidence where the contractor fails to report property no longer required for performance for periods longer than called for in their standards and practices.

(e) After a report of excess received from a contractor has been referred to the plant clearance officer for screening and ultimate disposition, the property administrator shall ensure prompt disposition. For equipment, the property administrator shall—

(1) Assure the preparation and submission of individual reports required of the contractor;

(2) Verify the permit certifications required by the forms; and

(3) Transmit the report to the NASA Industrial Property Officer.

(f) Upon completion or termination of a contract, the property administrator shall—

(1) Monitor the actions of the contractor in returning excess Government property not referred to the plant clearance officer; and

(2) Advise the cognizant plant clearance officer as to the existence at a contractor's plant of residual property requiring disposal.

(3) When informed that disposition of Government property under a contract has been completed, the property administrator shall perform a final review and sign a determination that—

(i) Disposition of Government property has been properly accomplished and documented;

(ii) Adjustment documents, including any request of the contractor for relief from responsibility, have been processed to completion;

(iii) Proceeds from disposals or other property transactions, including adjustments, have been properly credited to the contract or paid to the Government as directed by the contracting officer;

(iv) All questions regarding title to property fabricated or acquired under the contract have been resolved and appropriately documented; and

(v) The contract property control record file is complete and ready for retirement.

(4) When final review pursuant to paragraph (a) of this section reveals that such action is proper, the property administrator shall accomplish and sign a DD Form 1593, Contract Administration Completion Record, or equivalent.

(5) The Property Administrator shall forward the complete and signed DD Form 1593 to the contracting officer, and so annotate the Property Summary Data Record.

(6) The contracting officer shall include the DD form 1593 in the official contract file.

#### **1845.506–70 Responsibilities of the plant clearance officer.**

When plant clearance is not delegated to DOD, NASA plant clearance officers shall be responsible for—

(a) Providing the contractor with instructions and advice regarding the proper preparation of inventory schedules;

(b) Accepting or rejecting inventory schedules;

(c) Conducting or arranging for inventory verification;

(d) Initiating prescribed screening and effecting resulting actions;

(e) Final plant clearance of contractor inventory;

(f) Pre-inventory scrap determinations, as appropriate;

(g) Evaluating the adequacy of the contractor's procedures for property disposal and providing feedback to the Property Administrator regarding the contractor's performance in property disposal activities;

(h) Determining the method of disposal;

(i) Surveillance of any contractor conducted sales;

(j) Accounting for all contractor inventory reported by the contractor;

(k) Advising and assisting, as appropriate, the contractor, the Supply and Equipment Management Officer (SEMO) and other Federal agencies in all actions relating to the proper and timely disposal of contractor inventory;

(l) Approving the method of sale, evaluating bids, and approving sale prices for any contractor-conducted sales; and

(m) Recommending the reasonableness of selling expenses related to any contractor-conducted sales.

(n) Seeking the advice and concurrence of the General Counsel regarding antitrust actions when needed.



- (o) Assuring that the center equipment manager is advised of, and receives documentation for, all capital valued property that has been reported for disposition.
- (p) Advising the contracting officer regarding all disposition actions and activities.

### **Subpart 1845.6—Reporting, Reutilization, and Disposal**

#### **1845.602-3 Screening.**

(a) Property Disposal Officers (PDOs) are the center focal points for intra-agency reutilization screening.

(1) When property is reported for disposition through PCARSS or on manual inventory schedules, PDOs shall make that information available to procurement and program offices seeking to acquire similar, new property in accordance with the agency inventory and other agency excess utilization requirements of FAR Part 8.

(2) When property is reported for disposition through NASA DSPL systems, the PDO shall screen and process the disposition in accordance with NPR 4200.1, NASA Personal Property Disposal Procedural Requirements and related guidance.

(b) Waiver of screening requirements. The Director, Logistics Division Office of Strategic Infrastructure will approve deviations from intra-agency screening requirements.

#### **1845.603 Abandonment, destruction or donation of excess personal property.**

The center property disposal officer (PDO) shall review abandonment or destruction determinations in accordance with NPR 4300.1.

#### **1845.604 Restrictions on purchase or retention of contractor inventory.**

(1) No contractor may sell contractor inventory to persons known by it to be NASA or DOD personnel who have been engaged in administering or terminating NASA contracts.

(2)(i) The contractor's or subcontractor's authority to approve the sale, purchase, or retention of Government property on a contract which is excess to needs after Government reutilization screening at less than cost by a subcontractor, and the subcontractor's authority to sell, purchase, or retain such property at less than cost with the approval of the contractor or next higher-tier subcontractor does not include authority to approve --

(A) A sale by a subcontractor to the contractor, the next higher-tier subcontractor, or their affiliates; or

(B) A sale, purchase, or retention by a subcontractor affiliated with the contractor or next higher-tier subcontractor.

(ii) Each excluded sale, purchase, or retention requires the written approval of the plant clearance officer.

#### **1845.604-4 Proceeds of sale.**

(a) Sale of surplus contractor inventory. The plant clearance officer shall maintain an open suspense record until verifying that credit has been applied, unless another Government representative has specifically assumed this responsibility.

#### **1845.604-70 Contractor inventory in foreign countries.**

NASA procedures for disposal are in NPR 4300.1, NASA Personal Property Disposal Procedures and Guidelines.

**1845.605-70 Inventory disposal report.**

A copy of Standard Form 1424, Inventory Disposal Report, shall be provided to the center industrial property officer or the PDO.

**1845.606 Disposal of scrap.**

**1845.606-70 Contractor's approved scrap procedure.**

(a) When a contractor has an approved scrap procedure, certain property may be routinely disposed of in accordance with that procedure and not processed under this section.

(b) The center property administrator is authorized to approve the contractor's scrap procedure. Before approval, the plant clearance officer shall review the procedure, particularly regarding sales. The plant clearance officer shall ensure that the procedure contains adequate requirements for inspecting and examining items to be disposed of as scrap. When the contractor's procedure does not require physical segregation of Government-owned scrap from contractor-owned scrap and separate disposal, care shall be exercised to ensure that a contract change that generates a large quantity of property does not result in an inequitable return to the Government. In such a case, the property administrator shall make a determination as to whether separate disposition of Government scrap would be appropriate.

(c) A plant clearance case shall not be established for production scrap disposed of through the contractor's approved scrap procedure.

(d) Property in scrap condition, other than that disposed of through the contractor's approved scrap procedure, shall be reported on appropriate inventory schedules for disposition in accordance with the provisions of FAR Part 45 and NFS 1845.

**1845.606-71 Recovering precious metals.**

Silver, gold, platinum, palladium, rhodium, iridium, osmium, and ruthenium; scrap bearing such metals; and items containing recoverable quantities of them shall be reported through the NASA PDO for disposition in accordance with NASA instructions.

**Subpart 1845.70—Reserved**

**Subpart 1845.71—Forms Preparation**

**1845.7101 Instructions for preparing NASA Form 1018.**

NASA must account for and report assets in accordance with 31 U.S.C. 3512 and 31 U.S.C. 3515, Federal Accounting Standards, and Office of Management and Budget (OMB) instructions. Since contractors maintain NASA's official records for its assets in their possession, NASA must obtain periodic data from those records to meet these requirements. Changes in Federal Accounting Standards and OMB reporting requirements may occur from year to year, requiring contractor submission of supplemental information with the NASA Form (NF) 1018. The specific Statements of Federal Financial Accounting Standards (SFFAS) to be

used for property records are SFFAS No. 3 “Accounting for Inventory and Related Property”, SFFAS No. 6 “Accounting for Property, Plant and Equipment”, SFFAS No. 10 “Accounting for Internal Use Software”, and SFFAS No. 11 “Amendments to PP&E: Definitions” issued by the Federal Accounting Standards Advisory Board. Classifications of property, related costs to be reported, and other reporting requirements are discussed in this subpart. NF 1018 (see 1853.3) provides critical information for NASA financial statements and property management. Accuracy, completeness, and timeliness of the report are critical to many aspects of NASA’s operations.

#### **1845.7101-1 Property classification.**

(a) *General.*

(1) Contractors shall report costs in the classifications on NF 1018, as described in this section. The cost of heritage assets and obsolete property will be reported on the NF 1018 under the appropriate classification. Supplemental reporting may also be required.

(2)(i) Heritage assets are property, plant and equipment that possess one or more of the following characteristics:

- (A) Historical or natural significance;
- (B) Cultural, educational or artistic importance; or
- (C) Significant architectural characteristics.

(ii) Examples of NASA heritage assets include buildings and structures designated as National Historic Landmarks as well as aircraft, spacecraft and related components on display to enhance public understanding of NASA programs. Heritage assets which serve both a heritage and government operation function are considered multi-use when the predominant use is in general government operations. Multi-use heritage assets will not be considered heritage assets for NF 1018 supplemental reporting purposes.

(3) Obsolete property is property for which there are no current plans for use in its intended purpose (i.e. it no longer provides service to NASA operations). Examples of obsolete property are items in configurations which are no longer required or used by NASA or items held for engineering evaluation purposes only. NASA may have approved the retention of these items for programmatic reasons even though they have no current plans for use.

(b) *Land.* Includes costs of land and improvements to land. Contractors shall report land with a unit acquisition cost of \$100,000 or more.

(c) *Buildings.* Includes costs of buildings, improvements to buildings, and fixed equipment required for the operation of a building which is permanently attached to and a part of the building and cannot be removed without cutting into the walls, ceilings, or floors. Contractors shall report buildings with a unit acquisition cost of \$100,000 or more. Examples of fixed equipment required for functioning of a building include plumbing, heating and lighting equipment, elevators, central air conditioning systems, and built-in safes and vaults.

(d) *Other Structures and Facilities.* Includes costs of acquisitions and improvements of real property (i.e. structures and facilities other than buildings); for example, airfield pavements, harbor and port facilities, power production facilities and distribution systems, reclamation and irrigation facilities, flood control and navigation aids, utility systems (heating, sewage, water and electrical) when they serve several buildings or structures, communication systems, traffic aids, roads and bridges, railroads, monuments and memorials, and nonstructural improvements such as

sidewalks, parking areas, and fences. Contractors shall report other structures and facilities with a unit acquisition cost of \$100,000 or more and a useful life of two years or more.

(e) *Leasehold improvements.* Includes NASA-funded costs of improvements to leased buildings, structures, and facilities, as well as easements and right-of-way, where NASA is the lessee or the cost is charged to a NASA contract. Contractors shall report leasehold improvements with a unit acquisition cost of \$100,000 or more and a useful life of two years or more.

(f) *Construction in Progress.* Includes costs of work in process for the construction of Buildings, Other Structures and Facilities, and Leasehold Improvements to which NASA has title, regardless of value.

(g) *Equipment.* Includes costs of commercially available personal property capable of stand-alone use in manufacturing supplies, performing services, or any general or administrative purpose (for example, machine tools, furniture, vehicles, computers, software, test equipment, including their accessory or auxiliary items). Software integrated into and necessary to operate another item of Government property is considered to be an auxiliary item (see FAR 45.501) and should be considered part of the item of which it is an integral part. Other software to which NASA has title shall be classified as an individual item of equipment for reporting purposes if it has a useful life of 2 years or more and acquisition cost of \$1,000,000 or more (also see 1845.7101-3(g)). Enhancement costs for existing software should be added to the software acquisition cost if the enhancement results in significant additional capability beyond that for which the software was originally developed (i.e. a capability that was not included in the original software specifications, the total cost of the enhancement is \$1,000,000 or more, or the expected useful life of the enhanced software is 2 years or more). Software licenses are excluded. Contractors shall separately report:

(1) the amount for all items with a unit acquisition cost of \$100,000 or more and a useful life of two years or more; and

(2) All other items.

(h) *Special Tooling.* Includes costs of equipment and manufacturing aids (and their components and replacements) of such a specialized nature that, without substantial modification or alteration, their use is limited to development or production of particular supplies or parts, or performance of particular services (see FAR 45.101). Examples include jigs, dies, fixtures, molds, patterns, taps and gauges. Contractors shall separately report:

(1) the amount for all items with a unit acquisition cost of \$100,000 or more and a useful life of two years or more; and

(2) All other items.

(i) *Special Test Equipment.* Includes costs of equipment used to accomplish special purpose testing in performing a contract, and items or assemblies of equipment (see FAR 45.101).

Contractors shall separately report:

(1) the amount for all items with a unit acquisition cost of \$100,000 or more and a useful life of two years or more; and

(2) All other items.

(j) *Material.* Includes costs of NASA-owned property held in inventory regardless of whether or not it is unique to NASA programs that may become a part of an end item or be expended in performing a contract. Examples include raw and processed material, spares, parts, assemblies,

small tools and supplies. Material that is part of work-in-process is not included. Contractors shall report the amount for all Materials in inventory, regardless of unit acquisition cost.

(k) *Agency-Peculiar Property*. Includes costs of completed items, unique to NASA aeronautical and space programs, which are capable of stand-alone operation. Examples include research aircraft, reusable space vehicles, ground support equipment, prototypes, and mock-ups. The amount of property, title to which vests in NASA as a result of progress payments to fixed price subcontractors, shall be included to reflect the pro rata cost of undelivered agency-peculiar property. Completed end items not related to the International Space Station or the Space Shuttle program which otherwise meet the definition of Agency-Peculiar Property, and are destined for permanent operation in space, such as satellites and space probes, shall not be reported.

Contractors shall separately report:

(1) the amount for all items with a unit acquisition cost of \$100,000 or more and a useful life of two years or more; and

(2) All other items.

(l) *Contract Work-in-Process*. Work-in-process (WIP) consists of property items under construction (i.e. not complete). It includes costs of all work-in-process regardless of value, and excludes costs of completed items reported in other categories. While the costs of WIP for International Space Station and Space Shuttle components should be included as WIP, satellites and space probes and their components should be excluded from WIP as those items will be accounted for by NASA.

#### **1845.7101-2 Transfers of property.**

A transfer is a change in accountability between and among prime contracts, NASA Centers, and other Government agencies (e.g., between contracts of the same NASA Center, contracts of different NASA Centers, a contract of one NASA Center to another, a NASA Center to a contract of another NASA Center, and a contract to another Government agency or its contract). To enable NASA to properly control and account for all transfers, they shall be adequately documented. Adequate documentation includes the appropriate dollar amount of the asset(s) transferred (as prescribed in 1845.7101-3) and the formal, signed NASA or contractor authorization approving the transfer. In addition, procurement, property, and financial organizations at NASA Centers must affect all transfers of accountability, although physical shipment and receipt of property may be made directly by contractors. The procedures described in this section shall be followed to provide an administrative and audit trail, even if property is physically shipped directly from one contractor to another. Property shipped between September 1 and September 30, inclusively, shall be accounted for and reported by the shipping contractor, regardless of the method of shipment, unless written evidence of receipt at destination has been received. Repairables provided under fixed price repair contracts that include the clause at 1852.245-72, Liability for Government Property Furnished for Repair or Other Services, remain accountable to the cognizant NASA Center and are not reportable on NF 1018; repairables provided under a cost-reimbursement contract, however, are accountable to the contractor and reportable on NF 1018. All materials provided to conduct repairs are reportable, regardless of contract type.

(a) *Approval and Notification*. The contractor must obtain approval of the contracting officer or designee for transfers of property off the prime contract before shipment. Each shipping document must be signed by the contracting officer or designee demonstrating such approval.

Each shipping document must contain contract numbers, shipping references, property classifications in which the items are recorded (including Federal Supply Classification group (FSC) codes for equipment), unit acquisition costs (as defined in 1845.7101-3, Unit Acquisition Cost), original Government acquisition dates for items with a unit acquisition cost of \$100,000 or more and a useful life of two years or more, and any other appropriate identifying or descriptive data. Where the DD Form 250, Material Inspection and Receiving Report, is used, the FSC code will be part of the national stock number (NSN) entered in Block 16 or, if the NSN is not provided, the FSC alone shall be shown in Block 16. The original Government acquisition date shall be shown in Block 23, by item. Other formats, such as the DD Form 1149, Requisition and Invoice/Shipping Document, should be clearly annotated with the required information. Unit acquisition costs shall be obtained from records maintained pursuant to FAR Part 45 and this Part 1845, or, for uncompleted items where property records have not yet been established, from such other record systems as are appropriate such as manufacturing or engineering records used for work control and billing purposes. Shipping contractors shall furnish a copy of the formally approved shipping document to the cognizant property administrator. Shipping and receiving contractors shall promptly submit copies of shipping and receiving documents to the Center Deputy Chief Financial Officer, Finance, responsible for their respective contracts when accountability for NASA property is transferred to, or received from, other contracts, contractors, NASA Centers, or Government agencies.

(b) *Reclassification.* If property is transferred to another contract or contractor, the receiving contractor shall record the property in the same property classification and amount appearing on the shipping document. For example, when a contractor receives an item from another contractor that is identified on the shipping document as equipment, but that the recipient intends to incorporate into special test equipment, the recipient shall first record the item in the equipment account and subsequently reclassify it as special test equipment. Reclassification of equipment, special tooling, special test equipment, or agency-peculiar property requires prior approval of the contracting officer or a designee.

(c) *Incomplete documentation.* If contractors receive transfer documents having insufficient detail to properly record the transfer (e.g., omission of property classification, FSC, unit acquisition cost, Government acquisition date, required signatures, etc.) they shall request the omitted data directly from the shipping contractor or through the property administrator. The contracting officer shall assist the Government Property Administrator and the receiving contractor to obtain all required information for the receiving contractor to establish adequate property records.

### **1845.7101-3 Unit acquisition cost.**

(a) The unit acquisition cost shall include all costs incurred to bring the property to a form and location suitable for its intended use. The following is representative of the types of costs that shall be included, when applicable:

- (1) Amounts paid to vendors or other contractors.
- (2) Transportation charges to the point of initial use.
- (3) Handling and storage charges.
- (4) Labor and other direct or indirect production costs (for assets produced or constructed).
- (5) Engineering, architectural, and other outside services for designs, plans, specifications, and surveys.

- (6) Acquisition and preparation costs of buildings and other facilities.
  - (7) An appropriate share of the cost of the equipment and facilities used in construction work.
  - (8) Fixed equipment and related installation costs required for activities in a building or facility.
  - (9) Direct costs of inspection, supervision, and administration of construction contracts and construction work.
  - (10) Legal and recording fees and damage claims.
  - (11) Fair values of facilities and equipment donated to the Government.
- (b) Acquisition cost shall include, where appropriate, for contractor acquired property, related fees, or a pro rata portion of fees, paid by NASA to the contractor. Situations where inclusion of fees in the acquisition cost would be appropriate are those in which the contractor designs, develops, fabricates or purchases property for NASA and part of the fees paid to the contractor by NASA are related to that effort.
- (c) Acquisition cost shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Where estimates are used, there must be a documented methodology based on a historical basis. All acquisition costs shall be properly documented, supported and retained. Supporting documentation shall be made available upon request.
- (d) The use of weighted average methodologies is acceptable for valuation of Material.
- (e) Contractors shall report unit acquisition costs using records that are part of the prescribed property or financial control system as provided in this section. Fabrication costs shall be based on approved systems or procedures and include all direct and indirect costs of fabrication.
- (f) Only modifications that improve an item's capacity or extend its useful life two years or more and that cost \$100,000 or more shall be reported on the NF 1018 on the \$100,000 & Over line. The costs of any other modifications, excluding routine maintenance, will be reported on the Under \$100,000 line. If an item's original unit acquisition cost is less than \$100,000, but a single subsequent modification costs \$100,000 or more, that modification only will be reported as an item \$100,000 or more on subsequent NF 1018s. The original acquisition cost of the item will continue to be included in the under \$100,000 total. The quantity for the modified item will remain "1" and be reported with the original acquisition cost of the item. If an item's acquisition cost is reduced by removal of components so that its remaining acquisition cost is under \$100,000, it shall be reported as under \$100,000.
- (g) Software acquisition costs include software costs incurred up through acceptance testing and material internal costs incurred to implement the software and otherwise make the software ready for use. Costs incurred after acceptance testing are excluded. License, maintenance, training, and data conversion costs are also excluded. If the software is purchased as part of a package, the costs will need to be segregated in such manner as to ensure that the excluded costs (maintenance, training, etc.) are not reported as part of the software's acquisition cost. Enhancement costs for existing software should be added to the acquisition cost if the enhancement results in significant additional capability beyond that for which the software was originally developed (i.e. a capability that was not included in the original software specifications), the total cost of the enhancement is \$1,000,000 or more, and the expected useful life of the enhanced software is 2 years or more. Include the same types of cost as indicated above under new software. Costs incurred solely to repair a design flaw or perform minor upgrades should not be included.

(h) The computation of work in process (WIP) shall include all direct and indirect costs of fabrication, including associated systems, subsystems, and spare parts and components furnished or acquired and charged to work in process pending incorporation into a finished item. These types of items make up what is sometimes called production inventory and include programmed extra units to cover replacement during the fabrication process (production spares). Also included are deliverable items on which the contractor or a subcontractor has begun work, and materials issued from inventory. The computation of WIP shall incorporate the other requirements for unit acquisition cost as outlined in paragraphs (a) through (e) of this section. In addition, acquisition cost of property furnished by the Government, which has been incorporated in the property item under construction or in process of fabrication, should be included. Do not include costs for operation or repairing existing completed property items. Once the property is complete, include all the costs outlined above in its acquisition value in the property record. The WIP values are inception to date until such time as the WIP is completed. It does not include future costs.

**1845.7101-4 Types of deletions from contractor property records.**

Contractors shall report the types of deletions from contract property records as described in this section.

(a) *Lost, Damaged or Destroyed.* Deletion amounts that result from relief from responsibility under FAR 45.503 granted during the reporting period.

(b) *Transferred in Place.* Deletion amounts that result from transfer of property to a follow-on prime contract or other prime contract with the same contractor.

(c) *Transferred to NASA Center Accountability.* Deletion amounts that result from transfer of accountability to the NASA Center responsible for the contract, whether or not items are physically moved.

(d) *Transferred to Another NASA Center.* Deletion amounts that result from transfer of accountability to a NASA Center other than the one responsible for the contract, whether or not items are physically moved.

(e) *Transferred to Another Government Agency.* Deletion amounts that result from transfer of property to another Government agency.

(f) *Purchased at Cost/Returned for Credit.* Deletion amounts that result from contractor purchase or retention of contractor acquired property as provided in FAR 45.605-1, or from contractor returns to suppliers under FAR 45.605-2.

(g) *Disposed of Through Plant Clearance Process.* Deletions other than transfers within the Federal Government, e.g., donations to eligible recipients, sold at less than cost, or abandoned/directed destruction, or trade-ins.

(h) *Other.* Types of deletion other than those reported in paragraph (a) through (g) of this section such as those resulting from reclassifications (e.g. from equipment to agency-peculiar property).

**1845.7101-5 Contractor's privileged financial and business information.**

If a transfer of property between contractors involves disclosing costs of a proprietary nature, the contractor shall furnish unit acquisition costs only on copies of shipping documents sent to the shipping and receiving NASA Centers.



**Subpart 1845.72—Closure of Contracts**

**1845.7201 Closure of contracts.**

**1845.7202 Completion or termination.**

Upon completion or termination of a contract, the property administrator shall --

(a) Monitor the actions of the contractor in returning excess Government property not referred to the plant clearance officer; and

(b) Advise the cognizant plant clearance officer as to the existence at a contractor's plant of residual property requiring disposal.

**1845.7203 Final review and closing of contracts.**

(a) When informed that disposition of Government property under a contract has been completed, the property administrator shall perform a final review and sign a determination that -

(1) Disposition of Government property has been properly accomplished and documented;

(2) Adjustment documents, including any request of the contractor for relief from responsibility, have been processed to completion;

(3) Proceeds from disposals or other property transactions, including adjustments, have been properly credited to the contract or paid to the Government as directed by the contracting officer;

(4) All questions regarding title to property fabricated or acquired under the contract have been resolved and appropriately documented; and

(5) The contract property control record file is complete and ready for retirement.

(b) When final review pursuant to paragraph (a) of this section reveals that such action is proper, the property administrator shall accomplish and sign a DD Form 1593, Contract Administration Completion Record, or equivalent.

(c) The executed DD Form 1593 shall be forwarded to the contracting officer, the Property Summary Data Record shall be so annotated, and the contracting officer shall include it in the contract file.

**PART 1852**  
**SOLICITATION PROVISIONS AND CONTRACT CLAUSES**

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1852.228-78	Cross-Waiver of Liability for NASA Expendable Launch Vehicle Launches.
1852.228-80	Insurance — Immunity From Tort Liability.
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1852.232-79	Payment for On-Site Preparatory Costs.
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1852.235-70	Center for AeroSpace Information Technical Reports.
1852.235-71	Key Personnel and Facilities.
1852.235-72	Instructions for Responding to NASA Research Announcements.
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1852.236-71	Additive or Deductive Items.
1852.236-72	Bids with Unit Prices.
1852.236-73	Hurricane Plan.
1852.236-74	Magnitude of Requirement.
1852.236-75	Partnering for Construction Contracts.
1852.237-70	Emergency Evacuation Procedures.
1852.237-71	Pension Portability.
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1852.239-70	Alternate Delivery Points.
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1852.242-71	Travel Outside of the United States.
1852.242-72	Observance of Legal Holidays.
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		contractors.
1852.245-74		Identification and marking of Government equipment.
1852.245-75		Property management changes.
1852.245-76		List of Government property furnished pursuant to FAR 52.245-1.
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1852.245-78		Physical inventory of capital personal property
1852.245-79		Records and disposition reports for Government property with potential historic or significant real value.
1852.245-80		Government property management information.
1852.245-81		List of available Government property.
1852.245-82		Occupancy management requirements.
1852.245-83		Real property management requirements.
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1852.247-72		Advance Notice of Shipment.
1852.247-73		Bills of Lading.
1852.249-72		Termination (Utilities).
<b>SUBPART</b>	<b>1852.3</b>	<b>PROVISION AND CLAUSE MATRIX</b>
1852.300		Scope of Subpart.
1852.301		Solicitation Provisions and Contract Clauses (Matrix).

## PART 1852

### SOLICITATION PROVISIONS AND CONTRACT CLAUSES

#### 1852.000 Scope of part.

This part, in conjunction with FAR Part 52, (a) sets forth the provisions and clauses prescribed in the NFS, (b) gives instructions for their use, and (c) presents a matrix listing the provisions and clauses applicable to each principal contract type and/or purpose (e.g., fixed-price supply, cost-reimbursement research and development).

#### Subpart 1852.1--Instructions for Using Provisions and Clauses

##### 1852.101 Using Part 52.

(b)(2)(i)(B) NASA contracting offices prescribing or developing clauses shall ensure that the requirements of Subpart 1801.3 are met.

(e)(1) The NFS matrix in Subpart 1852.3 is formatted similarly to that in the FAR. The first page of the NFS matrix contains a key to column headings, a dollar threshold chart, and requirement symbols. To fully determine the applicability of a provision or clause in the

"required-when-applicable" and "optional" categories, Contracting Officers shall refer to the NFS text (cited in the matrix) that prescribes its use.

(4) The NFS matrix may be reproduced by field installations for the purpose of supplementing it with installation-developed provisions and clauses.

**1852.103 Identification of provisions and clauses.**

(b) Provisions and clauses prescribed by a field installation to satisfy its needs shall be identified as stated in paragraphs (b)(i) and (ii) of this section. Articles, formats, and similar language shall be treated as provisions and clauses for purposes of this section 1852.103.

(i) A provision or clause shall be numbered using a prefix, a base, and a suffix. The prefix shall be an alphabetical abbreviation of the installation name (e.g., ARC, DFRC, GRC, GSFC, JSC, KSC, LARC, MSFC, SSC, or SSPO). The base shall be a numeric value beginning with "52.2," with the next two digits corresponding to the number of the FAR or NFS subject part to which the provision or clause relates. The suffix shall be a hyphen and sequential number assigned within each part. NASA installations shall use suffix numbers from -90 to -199. For example, the first Johnson Space Center (JSC) provision or clause relating to Part 36 of the FAR or NFS shall be JSC 52.236-90, the second JSC 52.236-91, and so forth. Provisions and clauses shall be dated in accordance with FAR 52.101(f).

(ii) Contracting officers shall identify provisions and clauses as in the following examples:

(A) *1.2 BID ENVELOPES (GSFC 52.214-90) (AUGUST 1987)* This example is applicable when identifying the title of provisions and clauses in solicitations and contracts using the uniform contract format (UCF). The first number ("1.2") designates the UCF section and the sequential clause within that section. "GSFC 52.214-90" specifies the clause number.

(B) *GSFC 52.214-90--Bid Envelopes (AUGUST 1987)* This example is applicable in all instances in which the provision or clause citation is not associated with the UCF number.

(c) Contracting officers shall not number provisions and clauses developed for individual acquisitions only. For example, "F.3 Delivery Procedures for Special Hardware" cites the third clause in Section F of a contract using the UCF, but has no clause number or date identified with it, indicating that the clause was developed for the particular contract it appears in.

**1852.103-70 Identification of modified provisions and clauses.**

When a FAR clause or provision is included in a solicitation or contract and the NFS prescribes a modification, the title line shall identify the modification as shown below. This format shall be used both for incorporation by reference and when using full text.

"52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)--as modified by NASA FAR Supplement 1832.908(a)"

**1852.104 Procedures for modifying and completing provisions and clauses.**

NFS provisions and clauses shall not be modified unless authorized by the NFS. When authorized, contracting officers must comply with the procedures in FAR 52.104.

**Subpart 1852.2--Text of Provisions and Clauses**

**1852.203-70 Display of Inspector General Hotline Posters.**

As prescribed in 1803.7001, insert the following clause:

**DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS**

**(JUNE 2001)**

(a) The Contractor shall display prominently in common work areas within business segments performing work under this contract, Inspector General Hotline Posters available under paragraph (b) of this clause.

(b) Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC, 20546-0001, (202) 358-1220.

**(End of clause)**

**1852.204-75 Security Classification Requirements.**

As prescribed in 1804.404-70, insert the following clause:

**SECURITY CLASSIFICATION REQUIREMENTS**

**(SEPTEMBER 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of \_\_\_\_\_ [insert the applicable security clearance level]. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment \_\_\_\_ [Insert the attachment number of the DD Form 254].

**(End of clause)**

**1852.204-76 Security Requirements for Unclassified Information Technology Resources.**

As prescribed in 1804.470-4(a), insert the following clause:

**SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION  
TECHNOLOGY RESOURCES**

**(MAY 2007)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal

Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the “high water mark,” as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly “Classroom Exercises.” “Functional Exercises,” shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team’s (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor’s and subcontractors’ facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days



of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA

whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

**(End of clause)**

**1852.208-81 Restrictions on Printing and Duplicating.**

As prescribed in 1808.870, insert the following clause:

**RESTRICTIONS ON PRINTING AND DUPLICATING  
(NOVEMBER 2004)**

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of

multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

**(End of clause)**

**1852.209-70 Product Removal from Qualified Products List.**

As prescribed in 1809.206-71, insert the following clause:

**PRODUCT REMOVAL FROM QUALIFIED PRODUCTS LIST  
(DECEMBER 1988)**

If, during the performance of this contract, the product being furnished is removed from the Qualified Products List for any reason, the Government may terminate the contract for Default pursuant to the default clause of the contract.

**(End of clause)**

**1852.209-71 Limitation of Future Contracting.**

As prescribed in 1809.507-2, the contracting officer may insert a clause substantially as follows in solicitations and contracts, in compliance with FAR 9.507-2:

**LIMITATION OF FUTURE CONTRACTING  
(DECEMBER 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not

unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

**(End of clause)**

**1852.209-72 Composition of the Contractor.**

As prescribed in 1809.670, insert the following clause:

**COMPOSITION OF THE CONTRACTOR**

**(DECEMBER 1988)**

If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.

**(End of clause)**

**1852.211-70 Packaging, Handling, and Transportation**

As prescribed in 1811.404-70, insert the following clause:

**PACKAGING, HANDLING, AND TRANSPORTATION**

**(SEPTEMBER 2005)**

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

**(End of clause)**

**1852.245–70 Contractor Requests for Government-Provided Equipment.**

As prescribed in 1845.107–70(a)(1), insert the following clause:

**CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT  
(JANUARY 2011)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall—

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at FAR 52.245–1, Government Property, as incorporated in this contract.

**(End of Clause)**

**ALTERNATE I  
(JANUARY 2011)**

As prescribed in 1845.107–70(a)(2), add the following paragraph (e).

(e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.

(1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.

(i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

**1852.245-71 Installation-accountable Government Property.**

As prescribed in 1845.107-70(b)(1), insert the following clause:

**INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY  
(JANUARY 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

[Insert any additional property management responsibilities.].

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in [Insert attachment number or “not applicable” if no equipment is provided].

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer’s prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: [Insert the name of the facilities or “none”].

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

**(End of clause)**

**ALTERNATE I  
(JANUARY 2011)**

As prescribed in 1845.107-70(b)(4), substitute the following for paragraph (b)(1)(i) of the basic clause:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

**1852.245–72 Liability for Government Property Furnished for Repair or Other Services.**

As prescribed in 1845.107–70(c), insert the following clause:

**LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR OR  
OTHER SERVICES  
(JANUARY 2011)**

(a) This clause shall govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as “Government property furnished for servicing,” shall not be subject to FAR 52.245–1, Government Property.

(b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause shall be retained by the Government. The Contractor shall maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor.

(c) The Contractor shall be liable for any loss, damage, or destruction of the Government property furnished for servicing when caused by the Contractor's failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances. The Contractor shall not be liable for loss, damage, or destruction of Government property furnished for servicing resulting from any other cause except to the extent that the loss, damage, or destruction is covered by insurance (including self-insurance funds or reserves).

(d) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor's premises or property.

**(End of clause)**

**1852.245–73 Financial Reporting of NASA Property in the Custody of Contractors.**

As prescribed in 1845.106–70(d), insert the following clause:

**FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF  
CONTRACTORS  
(JANUARY 2011)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.



(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

**(End of clause)**

#### **1852.245-74 Identification and Marking of Government Equipment.**

As prescribed by 1845.107-70(e), insert the following clause.

##### **IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JANUARY 2011)**

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

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(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

**(End of clause)**

**1852.245–75 Property Management Changes.**

As prescribed in 1845.107–70(f), insert the following clause.

**PROPERTY MANAGEMENT CHANGES**

**(JANUARY 2011)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change —

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

**(End of clause)**

**1852.245–76 List of Government Property Furnished Pursuant to FAR 52.245–1.**

As prescribed in 1845.107–70(g), insert the following clause:

**LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245–1**

**(JANUARY 2011)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment [Insert attachment number or “not applicable”] of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245–1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at [Insert applicable site(s) where property will be used] and at other

location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

**(End of clause)**

**1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2.**

As prescribed in 1845.107-70(h), insert the following clause:

**LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT to FAR 52.245-2  
(JANUARY 2011)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment \_\_ [Insert attachment number or “not applicable”] of this contract on a nocharge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at \_\_ [Insert applicable site(s) where property will be used] and at other location(s) as may be approved by the Contracting Officer.

[Insert a description of the item(s), acquisition date, quantity, acquisition cost, and applicable equipment information]

**(End of clause)**

**1852.245-78 Physical Inventory of Capital Personal Property.**

As prescribed in 1845.107-70(i), insert the following clause.

**PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY  
(JANUARY 2011)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory—

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall—

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of—

(i) Loss in accordance with the clause at 52.245–1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

**(End of clause)**

**1852.245–79 Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value.**

As prescribed in 1845.107–70(j), insert the following clause.

**RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH  
POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE  
(JANUARY 2011)**

(a) In addition to the property record data required by the clause at FAR 52.245–1, Government Property as incorporated in this contract, Contractor records of all Government property under this contract shall—

(1) Identify the projects or missions that used the items;

(2) Specifically identify items of flown property;

(3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and

(4) Identify property used in test activity and, when known, the individuals who conducted the test.

(b) The Contractor shall include this information within item descriptions—

(1) On any Standard Form 1428, Inventory Schedule;

(2) In automated disposition systems;

(3) In any other disposition related reports; and

(4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government property prior to or during disposition without the advanced written approval of the Plant Clearance Officer.

**(End of clause)**

**1852.245–80 Government Property Management Information.**

As prescribed in 1845.107–70(k)(1), insert the following provision.

**GOVERNMENT PROPERTY MANAGEMENT INFORMATION  
(JANUARY 2011)**

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(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245–81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245–9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times: [Enter the appropriate information]

**(End of provision)**

### **ALTERNATE 1 (JANUARY 2011)**

As prescribed in 1845.107–70(k)(2) add the following paragraph (i).

(i) Existing available Government property listed in the provision at 1852.245–81 is provided “as-is”. NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property’s suitability for use. The equitable adjustment provisions of the clause at 52.245–1, Government Property as included in this solicitation, are not applicable to this property. The offeror must obtain the

Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

**18.52.245–81 List of Available Government Property.**

As prescribed in 1845.107–70(l), insert the following provision.

**LIST OF AVAILABLE GOVERNMENT PROPERTY  
(JANUARY 2011)**

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

**(End of provision)**

**1852.245–82 Occupancy Management Requirements.**

As prescribed in 1845.106–70(m), insert the following clause:

**OCCUPANCY MANAGEMENT REQUIREMENTS  
(JANUARY 2011)**

(a) In addition to the requirements of the clause at FAR 52.245–1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

[Insert any additional Center occupancy requirements here]

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

**(End of clause)**

**1852.245–83 Real Property Management Requirements.**

As prescribed in 1845.106–70(n), insert the following clause:

**REAL PROPERTY MANAGEMENT REQUIREMENTS  
(JANUARY 2011)**

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (FAR 52.245-1), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

[Insert any real property related Center requirements here]

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

**(End of clause)**

**1852.246-70 Mission Critical Space System Personnel Reliability Program.**

As prescribed in 1846.370(a), insert the following clause:

**MISSION CRITICAL SPACE SYSTEM PERSONNEL RELIABILITY PROGRAM  
(MARCH 1997)**

(a) In implementation of the Mission Critical Space System Personnel Reliability Program, described in 14 CFR 1214.5, the Government shall identify personnel positions that are mission critical. Some of the positions as identified may now or in the future be held by employees of the Contractor. Upon notification by the Contracting Officer that a mission-critical position is being or will be filled by one or more of the Contractor's employees, the Contractor shall (1) provide the affected employees with a clear understanding of the investigative and medical requirements and, (2), to the extent permitted by applicable law, assist the Government by furnishing personal data and medical records.

(b) The standard that will be used in certifying individuals for a mission-critical position is that they must be determined to be suitable, competent, and reliable in the performance of their assigned duties in accordance with the screening requirements 14 CFR 1214.5. If the Government determines that a Contractor employee occupying or nominated to occupy a mission-critical position will not be certified for such duty, the Contracting Officer shall (1) furnish to the employee the specific reasons for its action; (2) advise the employee that he/she may avail

himself/herself of the review procedures that are a part of the certification system; and (3) furnish him/her a copy of those procedures upon request.

(c) If a Contractor employee who has been nominated for (but has not yet filled) a mission-critical position is not certified, the Contractor agrees to defer the appointment to the position until the employee has had an opportunity to pursue the referenced procedures. If the employee is an incumbent to the position, the Contractor agrees, upon the request of the Government, to remove him/her from the position temporarily pending an appeal of the action under the review procedures. If any employee not certified elects not to take action under the procedures, or, if having taken action, is not successful in obtaining a reversal of the determination, the Contractor agrees not to appoint the employee to the position, or if already appointed, to promptly remove the employee.

**(End of clause)**

**1852.246-71 Government Contract Quality Assurance Functions.**

As prescribed in 1846.470, insert the following clause:

**GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS  
(OCTOBER 1988)**

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	Quality Assurance Location	Function
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[Insert the items involving quality assurance, the quality assurance functions, and where the functions will be performed.]

**(End of clause)**

**1852.246-72 Material Inspection and Receiving Report.**

As prescribed in 1846.674, insert the following clause:

**MATERIAL INSPECTION AND RECEIVING REPORT  
(AUGUST 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in \_\_ [Insert number of copies, including original] copies, an original and \_\_ copies [Insert number of copies].

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

**(End of clause)**

**1852.246-73 Human Space Flight Item.**

As prescribed in 1846.370(b), insert the following clause:

**HUMAN SPACE FLIGHT ITEM  
(MARCH 1997)**



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The Contractor shall include the following statement in all subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

**(End of clause)**

**1852.247-71 Protection of the Florida Manatee.**

As prescribed in 1847.7001, insert the following clause:

**PROTECTION OF THE FLORIDA MANATEE  
(MARCH 1989)**

(a) Pursuant to the Endangered Species Act of 1973 (Pub. L. 93-205), as amended, and the Marine Mammals Protection Act of 1972 (Pub. L. 92-522), the Florida Manatee (*Trichechus Manatus*) has been designated an endangered species, and the Banana and Indian Rivers within and adjacent to NASA's Kennedy Space Center (KSC) have been designated as a critical habitat of the Florida Manatee.

(b) Contractor personnel involved in vessel operations, dockside work, and selected disassembly functions shall be provided training relative to (1) habits and characteristics of the Florida Manatee, (2) provisions of the applicable laws, (3) personal liability of workers under the laws, and (4) operational restrictions imposed by KSC.

(c) All vessel operations shall be conducted within the posted speed restrictions, and vessels shall be operated at minimum controllable speeds in all KSC waters. Shallow-water operations are prohibited.

(d) Training will be conducted by personnel of the U.S. Fish and Wildlife Service (USFWS). The contractor agrees to cooperate with the USFWS by allowing access at reasonable times and places (including shipboard) to USFWS personnel, and by making available such contractor personnel as are required to have the training. Arrangements for training will be made as follows:

(1) For personnel involved in tug, barge, or marine operations, through the Lockheed Space Operations Contractor, Transportation Coordination Center, Kennedy Space Center, Florida, telephone (407) 867-5330.

(2) For all other personnel, through the Systems Training and Employee Development Branch, Code PM-TNG, telephone (407) 867-2737.

(e) The contractor shall incorporate the provisions of this clause in applicable subcontracts (including vendor deliveries).

**(End of clause)**

**1852.247-72 Advance Notice of Shipment.**

As prescribed in 1847.305-70(a), insert the following clause:

**ADVANCE NOTICE OF SHIPMENT  
(OCTOBER 1988)**

\_\_\_\_ [Insert number of work days] work days prior to shipping item(s) \_\_\_\_ [Insert items to be shipped], the Contractor shall furnish the anticipated shipment date, bill of lading number (if

applicable), and carrier identity to \_\_\_\_\_ [Insert individual(s) to receive notification] and to the Contracting Officer.

**(End of clause)**

**1852.247-73 Bills of Lading.**

As prescribed in 1847.305-70(b), insert a clause substantially as follows:

**BILLS OF LADING**

**(JUNE 2002)**

The purpose of this clause is to define when a commercial bill of lading or a government bill of lading is to be used when shipments of deliverable items under this contract are f.o.b. origin.

(a) **Commercial Bills of Lading.** All domestic shipments shall be made via commercial bills of lading (CBLs). The Contractor shall prepay domestic transportation charges. The Government shall reimburse the Contractor for these charges if they are added to the invoice as a separate line item supported by the paid freight receipts. If paid receipts in support of the invoice are not obtainable, a statement as described below must be completed, signed by an authorized company representative, and attached to the invoice.

"I certify that the shipments identified below have been made, transportation charges have been paid by (company name), and paid freight or comparable receipts are not obtainable.

Contract or Order Number: \_\_\_\_\_

Destination: \_\_\_\_\_".

(b) **Government Bills of Lading.** (1) International (export) and domestic overseas shipments of items deliverable under this contract shall be made by Government bills of lading (GBLs). As used in this clause, "domestic overseas" means non-continental United States, i.e. Hawaii, Commonwealth of Puerto Rico, and possessions of the United States.

(2) At least 15 days before shipment, the Contractor shall request in writing GBLs from: \_\_\_\_\_ [Insert name, title, and mailing address of designated transportation officer or other official delegated responsibility for GBLs]. If time is limited, requests may be by telephone: \_\_\_\_\_ [Insert appropriate telephone number]. Requests for GBLs shall include the following information.

- (i) Item identification/ description.
- (ii) Origin and destination.
- (iii) Individual and total weights.
- (iv) Dimensional Weight.
- (v) Dimensions and total cubic footage.
- (vi) Total number of pieces.
- (vii) Total dollar value.
- (viii) Other pertinent data.

**(End of clause)**

**1852.249-72 Termination (Utilities).**

As prescribed in 1849.505-70, insert the following clause. The period of 30 days may be varied not to exceed 90 days.

**TERMINATION (UTILITIES)**

**(MARCH 1989)**

The Government, at its option, may terminate this contract by giving written notice not less than 30 days in advance of the termination's effective date.

**(End of clause)**

**Subpart 1852.3--Provision and Clause Matrix**

**1852.300 Scope of subpart.**

The matrix in this subpart contains a column for each principal type and/or purpose of contract. See the first page of the matrix for the key to column headings, the dollar threshold chart, and requirement symbols.



Provision or Clause 1852.	Date	Prescribed in 18	P or C	UCF	Sub or Mod	F I	Principle Type and/or Purpose of Contract:															
							FP SUP	FP SVC	FP R&D	FP CON	CR SUP	CR SVC	CR R&D	CR CON	T&M LH	DDR	A-E	FAC	IND DEL	TRN	SAP	UTL SVC
235-72 Instructions for Responding to NASA Research Announcements	12/05	35.070(c)	P	L				A7	A7	A7		A7	A7	A7	A7		A7	A7			O	
235-73 Final Scientific and Technical Reports	12/06	35.070(d)	C	H					R		A		R								A	
Alternate I	02/03	35.070(d)	C	H					A		A		A								A	
Alternate II	12/05	35.070(d)	C	H					A		A		A								A	
Alternate III	01/05	35.070(d)	C	H					A				A								A	
235-74 Additional Reports of Work--Research and Development	02/03	35.070(e)	C	H	S	x			A		A		A								A	
236-71 Additive or Deductive Items	03/89	36.570(a)	P	L						A												
236-72 Bids With Unit Prices	03/89	36.570(b)	P	L						A												
236-73 Hurricane Plan	12/88	36.570(c)	C	I						A				A								
236-74 Magnitude of Requirement	12/88	36.570(d)	P	L		x				R				R							A	
236-75 Partnering for Construction Contracts	08/98	36.7004	C	H	S					O				O								
237-70 Emergency Evacuation Procedures	12/88	37.110-70(a)	C	I				A	A	A		A	A	A	A	A	A	A		A		A
237-71 Pension Portability	01/97	37.110-70(b)	C*	I	S			A				A										
237-72 Access to Sensitive Information	06/05	37.203-72(a)	C	I	S			A	A			A	A						A		A	A
237-73 Release of Sensitive Information	06/05	37.203-72(b)	C	I	S		R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
239-70 Alternate Delivery Points	11/93	39.106-70(a)(1)	C	F		x	A	A			A	A							A			
Alternate I	11/93	39.106-70(a)(2)	C	F		x	A	A			A	A							A			
241-70 Renewal of Contract	12/88	41.501-70	C	I		x															A	A
242-70 Technical Direction	09/93	42.271	C	G						A	A	A	A	A	A	A	A	A	A	A		A
242-71 Travel Outside of the United States	12/88	42.7002	C	G							A	A	A	A	A	A	A	A	A	A		A
242-72 Observance of Legal Holidays	08/92	42.7001(a)	C	H			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Alternate I	09/89	42.7001(b)	C*	H	M		O	O	O	O	A	A	A	A	A	A	A	A	A	A	O	A
Alternate II	10/00	42.7001(c)	C	H						O	O	O	O	O	O	O	O	O	O	O		O
242-73 NASA Contractor Financial Management Reporting	11/04	42.7202	C*	G			R5	R5	R5	R5	R5	R5	R5	R5	R5	R5	R5	R5	R5	R5		R5



Provision or Clause 1852.	Date	Prescribed in 18	P or C	UCF	Sub or Mod	F I	Principle Type and/or Purpose of Contract:															
							FP SUP	FP SVC	FP R&D	FP CON	CR SUP	CR SVC	CR R&D	CR CON	T&M LH	DDR	A-E	FAC	IND DEL	TRN	SAP	UTL SVC
242-78 Emergency Medical Services and Evacuation	04/01	42.7003	C	I			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
243-70 Engineering Change Proposals	10/01	43.205-70(a)(1)	C	I	S/M	x	O	O	O	O	O	O	O	O	O	O	O	O	O	O		O
Alternate I	07/97	43.205-70(a)(2)	C	I	M	x	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A
Alternate II	09/90	43.205-70(a)(3)	C	I						A	A	A	A	A	A	A	A	A	A	A		A
243-71 Shared Shavings	03/97	43.7102	C	I			A6	A6	A6	A6	A6	A6	A6	A6	A6	A6	A6	A6	A6	A		A6
243-72 Equitable Adjustments	04/98	43.205-70(b)	C	H	S					O						O						
244-70 Geographic Participation in the Aerospace Program	04/85	44.204-70	C*	H					A5				A5									
245-70 Contractor Requests for Government-Provided Equipment	01/11	45.107-70(a)(1)	C	G						A	A	A	A	A	A				A			
ALTERNATE I	01/11	45.107-70(a)(2)	C	G						A	A	A	A	A	A				A			
245-71 Installation-Accountable Government Property	01/11	45.107-70(b)(1)	C	G		x	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
ALTERNATE I	01/11	45.107-70(b)(4)	C	G		x	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
245-72 Liability for Government Property Furnished for Repair or Other Services	01/11	45.107-70(c)	C	I				A						A				A		A		
245-73 Financial Reporting of NASA Property in the Custody of Contractors	01/11	45.106-70(d)	C	G		x	A	A	A	A	A	A	A	A	A	A	A		A	A		
245-74 Identification and Marking of Government Equipment	01/11	45.107-70(e)	C	D		x	A	A	A	A	A	A	A	A	A				A		A	
245-75 Property Management Changes	01/11	45.107-70(f)	C	G			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
245-76 List of Government-Property Furnished Pursuant to FAR 52.245-1	01/11	45.107-70(g)	C	G		x	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
245-77 List of Government Property Furnished Pursuant to FAR 52.245-2	01/11	45.107-70(h)	C	G	M	x	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A

245-78 Physical Inventory of Capital Personal Property	01/11	45.107-70(i)	C	G			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
245-79 Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value	01/11	45.107-70(j)	C	G			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
245-80 Government Property Management Information	01/11	45.107-70(k)(1)	P	L			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
ALTERNATE I	01/11	45.107-70(k)(2)	P	L			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
245-81 List of Available Government Property	01/11	45.107-70(l)	P	L		x	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
245-82 Occupancy Management Requirements	01/11	45.106-70(m)	C	G			A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
245-83 Real Property Management Requirements	01/11	45.106-70(n)	C	G		x	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
246-70 Mission Critical Space System Personnel Reliability Program	03/97	46.370(a)	C	H				A	A			A	A		A							
246-71 Government Contract Quality Assurance Functions	10/88	46.470	C	E	S	x	O	O	O	O	O	O	O	O	O		O		O	O		O
246-72 Material Inspection and Receiving Report	08/03	46.674	C	E	M	x	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A
246-73 Human Space Flight Item	03/97	46.370(b)	C*	E			A		A		A		A		A				A		A	
247-71 Protection of the Florida Manatee	03/89	47.7001	C*	H			A	A	A	A	A	A	A	A	A	A	A		A	A	A	A
247-72 Advance Notice of Shipment	10/88	47.305-70(a)	C	F	S	x	O		O		O		O		O				O		O	
247-73 Bills of Lading	06/02	47.305-70(b)	C	F	S	x	O		O		O		O		O				O		O	
249-72 Termination (Utilities)	03/89	49.505-70	C	I																	A	R